IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jasmine Erika Sessoms fka Jasmine Erika Jones Debtor **CHAPTER 13**

U.S. Bank Trust National Association, as Trustee of CVI LCF Mortgage Loan Trust I

Movant

NO. 15-17538 ELF

VS.

Jasmine Erika Sessoms fka Jasmine Erika Jones

<u>Debtor</u>

11 U.S.C. Section 362

William C. Miller, Esquire

<u>Trustee</u>

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$12,933.18, which breaks down as follows;

Post-Petition Payments:

April 2019 to September 2019 at \$1,076.02/month

October 2019 to November 2019 at \$1,058.76/month

December 2019 to March 2020 at \$1,161.00/month

Fees & Costs Relating to Motion: \$531.00

Suspense Balance:

\$815.46

Total Post-Petition Arrears

\$12,933.18

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). On or before March 31, 2020, the Debtor shall make a down payment in the amount of \$6,000.00;
- b). Beginning on April 1, 2020 and continuing through September 1, 2020 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,161.00 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$1,155.53 towards the arrearages on or before the last day of each month at the address below;

SHELLPOINT MORTGAGE SERVICING P.O. BOX 10675 GREENVILLE, SC 29603-0675

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

Case 15-17538-elf Doc 89 Filed 04/02/20 Entered 04/02/20 10:47:24 Desc Main Document Page 2 of 3

3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 12, 2020

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Date: 3/31/2020

Maram M. Jafar, Esquire

Case 15-17538-elf Doc 89 Filed 04/02/20 Entered 04/02/20 10:47:24 Desc Main Document Page 3 of 3

Date: 4/1/2020	/s/ LeRoy Wm. Etheridge for William C. Miller, Esquire Chapter 13 Trustee	NO OBJECTION *without prejudice to any trustee rights and remedies.
Approved by the Court this day of retains discretion regarding entry of any further		
	Bankruptcy Judge Eric L. Frank	